

1 Timothy L. Reed, CA Bar No. 258034
timothy.reed@ogletree.com
2 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
One Embarcadero Center, Suite 900
3 San Francisco, CA 94111
Telephone: 415-442-4810
4 Facsimile: 415-442-4870

5 Attorneys for Defendants ETOUCH SYSTEMS
CORP. and VIRTUSA CORPORATION
6
7

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10

11 KIRILL RAZZHIGAEV and IGOR SHMAKOV

Case No.

12 Plaintiffs,

13 vs.

14 ETOUCH SYSTEMS CORP., VIRTUSA
CORPORATION, and DOES 1 through 10,

15 Defendants.
16

**DEFENDANTS ETOUCH SYSTEMS
CORP. AND VIRTUSA CORPORATION'S
NOTICE OF REMOVAL UNDER 28 U.S.C.
§§ 1331, 1441 (FEDERAL QUESTION)**

Action Filed: 10/26/2022
17
18
19
20
21
22
23
24
25
26
27
28

1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN**
2 **DISTRICT OF CALIFORNIA, AND PLAINTIFFS KIRILL RAZZHIGAEV AND IGOR**
3 **SHMAKOV AND THEIR ATTORNEYS OF RECORD:**

4 **PLEASE TAKE NOTICE** that defendants ETOUCH SYSTEMS CORP. and VIRTUSA
5 CORPORATION (“Defendants”) hereby remove this action from the Superior Court of California,
6 County of Alameda to the United States District Court for the Northern District of California,
7 pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446. In support of this removal, Defendants state
8 as follows:

9 **THE STATE COURT ACTION**

10 1. On October 26, 2022, plaintiffs KIRILL RAZZHIGAEV and IGOR SHMAKOV
11 (“Plaintiffs”) commenced this action against Defendants by filing a Complaint in the Superior Court
12 of California, County of Alameda, entitled *Kirill Razzhigaev and Igor Shmakov v. eTouch Systems*
13 *Corp., Virtusa Corporation, and Does 1 through 10*, Case No. 22CV020604 (the “Complaint”). The
14 Complaint alleges claims for (1) failure to pay overtime wages in violation of sections 510, 1194,
15 and 1198 of the California Labor Code and Wage Order 4-2001; (2) violation of the federal Fair
16 Labor Standards Act, 29 U.S.C. § 201, *et seq.*, for non-payment of overtime; (3) failure to pay all
17 wages due at termination in violation of sections 201, 202, and 203 of the California Labor Code;
18 and (4) violation of section 17200, *et seq.* of the California Business and Professions Code. A true
19 and correct copy of the Complaint, Summons, and other documents served on Defendants is attached
20 hereto as **Exhibit A**.

21 2. Defendant Virtusa Corporation was served with the Summons and Complaint on
22 November 3, 2022. A true and correct copy of the Service of Process Notice provided to Virtusa
23 Corporation by its registered agent for service of process, Corporate Creations, is attached hereto as
24 **Exhibit B**.

25 3. Defendants timely filed an Answer to Plaintiffs’ Complaint in state court on
26 December 5, 2022. A true and correct copy of Defendants’ Answer to Plaintiffs’ Complaint is
27 attached hereto as **Exhibit C**. Upon receiving a conformed copy of the Answer, Defendants will file
28 it with this Court.

4. In accordance with 28 U.S.C. § 1446(b), this Notice of Removal is timely filed. Notice of Removal is timely filed because the 30th day after service of the initial pleading setting forth the claims for relief upon which Plaintiffs' action is based falls on a Saturday, December 3, 2022. Pursuant to Federal Rule of Civil Procedure 6(a)(1)(C), the period for which Defendants have to file and serve this Notice of Removal is extended to "the next day that is not a Saturday, Sunday, or legal holiday," December 5, 2022 in this case.

5. Removal to this Court is proper under 28 U.S.C. § 1441(a) because the Superior Court of California, County of Alameda, is geographically located within this Court's district and division. Further, Pursuant to Local Rules 3-2(d) and 3-5(b), this action is properly assigned to either the San Francisco or Oakland division of this Court, as Plaintiffs originally brought this action in the Superior Court of the State of California, County of Alameda.

6. In accordance with 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders served upon Defendant are attached as Exhibits to this Notice.

7. In accordance with 28 U.S.C. § 1446(d), a copy of the original Notice of Removal, save and except the exhibits, will be filed with the Superior Court for the County of Alameda.

8. In accordance with 28 U.S.C. § 1446(d), Defendants will provide notice of this removal to Plaintiffs.

9. **Exhibits A and C** include all documents known to Defendants to be on file with the Alameda County Superior Court in this action.

BASIS FOR REMOVAL: FEDERAL QUESTION JURISDICTION

10. This action is properly removable under 28 U.S.C. § 1441(a), because the United States District Court has original jurisdiction pursuant to 28 U.S.C. § 1331, which provides that "The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States."

11. Plaintiffs' Complaint alleges that Defendants violated the federal Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, by failing to pay overtime.

12. By asserting claims under federal law, namely, the Fair Labor Standards Act, Plaintiffs' Complaint asserts a federal question under 28 U.S.C. §1331. Accordingly, this case is

properly removable under 28 U.S.C. § 1441(a).

SUPPLEMENTAL JURISDICTION

13. This Court has supplemental jurisdiction over Plaintiffs’ state law claims for failure to pay overtime wages, failure to pay all wages due at termination, and violation of section 17200, *et seq.* of the California Business and Professions Code. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over all other claims that are so related to Plaintiffs’ federal cause of action “that they form part of the same case or controversy under Article III of the United States Constitution.” State law claims fall within this Court’s supplemental jurisdiction when they share with the federal claims “a common nucleus of operative fact ... such that [the plaintiff] would ordinarily be expected to try them all in one judicial proceeding.” *United Mine Workers of Am. v. Gibbs*, 383 U.S. 715, 725 (1966).

14. Here, Plaintiffs’ state law claims relate closely to claim under the federal Fair Labor Standards Act. The claims all arise out of a common nucleus of operative facts: Plaintiffs’ allegations that they were misclassified as exempt employees and therefore not paid overtime wages. Therefore, this Court has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367. Moreover, there is no reason why this Court should not exercise supplemental jurisdiction over Plaintiffs’ state law claims. Plaintiffs’ state law claims neither raise novel or complex issues of State law nor predominate over the claims over which this Court has original jurisdiction, and there are no exceptional circumstances or other compelling reasons for this Court to decline supplemental jurisdiction. *See* 28 U.S.C. § 1367(c). Thus, removal is proper under 28 U.S.C. § 1441(c).

///

///

///

///

///

///

///

1 Accordingly, Defendants respectfully request that the action now pending against Defendant
2 in the Superior Court of California, County of Alameda, be removed to this Court. In the event this
3 Court has a question regarding the propriety of this Notice of Removal, Defendants respectfully
4 request that it issue an Order to Show Cause so that Defendants may have an opportunity to more
5 fully brief the Court of the basis for this removal.

6
7 DATED: December 5, 2022

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

8
9
10 By: /s/Timothy L. Reed
11 Timothy L. Reed

12 Attorneys for Defendants ETOUCH SYSTEMS
13 CORP. and VIRTUSA CORPORATION
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ETOUCH SYSTEMS CORP., VIRTUSA CORPORATION, AND
DOES 1 THROUGH 10.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

KIRILL RAZZHIGAEV and IGOR SHMAKOV

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
10/26/2022

Chad Finke, Executive Officer / Clerk of the Court

By: X. Bowie Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER:
(Número del Caso):

22CV020604

Superior Court of California, County of Alameda
1225 Fallon Street, Oakland, California 94612

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alexei Kuchinsky, Kuchinsky Law Office, P.C., 220 Montgomery St., Suite 2100 San Francisco, CA 94104

DATE:
(Fecha) 10/26/2022

Chad Finke, Executive Officer / Clerk of the Court

Clerk, by
(Secretario)

X. Bowie

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

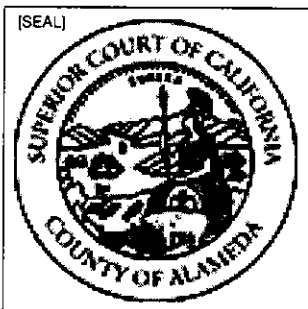
NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): VIRTUSA CORPORATION

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☐ by personal delivery on (date):



Alexei Kuchinsky State Bar No. 279405
KUCHINSKY LAW OFFICE, P.C.
220 Montgomery Street, Suite 2100
San Francisco, CA 94104
Tel.: (628) 200-0902
Fax.: (628) 200-0907
Email: ak@kuchinskylawoffice.com

Attorney for Plaintiffs Kirill Razzhigaev
and Igor Shmakov

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

10/26/2022 at 02:54:28 PM

By: Xian-xii Bowie,
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

KIRILL RAZZHIGAEV and IGOR
SHMAKOV,

PLAINTIFFS,

VS.

ETOUCH SYSTEMS CORP., VIRTUSA
CORPORATION, AND DOES 1 THROUGH
10.

DEFENDANTS.

CASE NO.: **22CV020604**

COMPLAINT FOR DAMAGES

1. Failure to Pay Overtime Wages;
2. Violation of the Fair Labor Standards Act for Non-Payment of Overtime;
3. Failure to Pay All Wages Due at Termination; and
4. Unfair Competition.

1. Plaintiffs Kirill Razzhigaev and Igor Shmakov bring this action against Defendants ETouch Systems Corp., Virtusa Corporation, and Does 1 through 10, and allege the following:

I. INTRODUCTION

2. This action is brought by Plaintiffs Kirill Razzhigaev and Igor Shmakov ("Plaintiffs") against their former employers Defendants ETouch Systems Corp., Virtusa Corporation, and Does 1-10 for failure to pay overtime.

1 **II. VENUE AND JURISDICTION**

2 3. It is appropriate for this court to exercise jurisdiction over Defendants because they are
3 residents of and/or are doing business in the State of California.

4 4. Venue is proper in this Court in accordance with Section 395(a) of the California Code of
5 Civil Procedure because at all relevant times Defendants' principal place of business was situated
6 in Newark, Alameda County, California.

7 5. The damages sought in this matter exceed \$25,000.

8 **III. PARTIES**

9 **A. Plaintiffs**

10 6. Plaintiff Kirill Razzhigaev was, at all times mentioned herein, a natural individual, residing
11 in the County of Santa Clara, State of California.

12 7. Plaintiff Igor Shmakov was, at all times mentioned herein, a natural individual, residing in
13 the County of Santa Clara, State of California.

14 8. At all relevant times, Plaintiffs were hourly non-exempt employees and were entitled to all
15 benefits and protections of California Labor Code, California Industrial Welfare Commission
16 Occupational Wage Order No. 4-2001 (Title 8 California Code of Regulations §§11040), or other
17 applicable Wage Order(s), and the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§
18 201, et seq. ("FLSA")

19 **B. Defendants**

20 ***1. Corporate Defendants***

21 9. Defendant ETouch Systems Corp., is a Delaware Corporation registered with the
22 California Secretary of State to do business in California as a corporation under the same name
23 (Entity No. C2012620) and is doing business in the state of California. At all relevant times,
24 ETouch Systems Corp.'s principal place of business was situated in Newark, Alameda County,
25 California.

26 10. Defendant Virtusa Corporation is a Delaware Corporation registered with the California
27 Secretary of State to do business in California as a corporation under the same name (Entity No.
28 C2476756) and is doing business in the state of California. At all relevant times, Virtusa

1 Corporation's principal place of business was situated in Newark, Alameda County, California.

2 11. On information and belief Plaintiffs allege that at all relevant times, all Defendants
3 performed (either through unified operation or common control) the related activities for a
4 common business purpose as a single enterprise. Defendants performed all such activities through
5 one or more establishments or by one or more corporate or other organizational units. On
6 information and belief Plaintiffs allege that at all relevant times, Defendants were and are under
7 common ownership in that one corporate defendant so dominated and controlled the finances,
8 policies and practices of the other corporate defendants and that the other corporate defendants
9 were merely a conduit or instrument of the controlling corporation in pursuit of a single business
10 venture. Therefore, disregarding the separate nature of the corporations is necessary to prevent an
11 injustice to Plaintiffs.

12 12. On information and belief Plaintiffs allege that at all relevant times, that all corporate
13 Defendants participated in a common venture or in a similar or functionally reciprocal business;
14 they have identical equitable ownership; common directors, officers, and employees; share the
15 same resources, pool assets and revenues, or use of one corporation's financial resources to pay or
16 guaranty the other's obligations. Defendants jointly benefit from transactions entered into by one
17 of them. Defendants used common management and financial control, and their operations
18 depended on each other.

19 *2. Doe Defendants*

20 13. The true names and capacities of Defendants Does 1 through 10, inclusive, are currently
21 unknown to Plaintiffs, whom, therefore, Plaintiffs sues by their fictitious names. Plaintiffs are
22 informed and believe and thereon allege that each of those Defendants was in some manner
23 responsible for the events and happenings alleged in this complaint and for Plaintiffs' injuries and
24 damages.

25 **IV. GENERAL ALLEGATIONS**

26 14. Defendants own, operate, and manage a technology company under the fictitious business
27 name "eTouch" or "Virtusa."

28 15. From September 17, 2017 through October 19, 2021 ("Razzhigaev's Employment Period"),

1 Defendants employed Plaintiff Razzhigaev as phone and test technicians.

2 16. From April 2, 2018 through August 20, 2021, (“Shmakov’s Employment Period”),
3 Defendants employed Plaintiff Shmakov as a test engineer.

4 17. During their respective employment periods, Defendants jointly employed Plaintiffs. They
5 jointly exercised control over the wages, hours, or working conditions of Plaintiffs. They jointly
6 engaged, suffered, or permitted Plaintiffs to work under working conditions described herein.
7 During the relevant employment period, Defendants jointly had control or the right to control
8 Plaintiffs both as to the work done and the manner and means in which Plaintiffs’ work was
9 performed.

10 18. According to Defendants’ employment offers, Plaintiff Razzhigaev was hired as a Senior
11 Consultant, engaged as a Project Resource. Plaintiff Shmakov was hired as a test engineer. During
12 Plaintiffs’ respective Employment Periods, Defendants misclassified Plaintiffs as exempt
13 employees and as a result, denied Plaintiffs the benefits and protections of California Labor Code,
14 the applicable Industrial Welfare Commission Order, California Code of Regulations, Title 8,
15 section 11040. During Plaintiffs’ respective Employment Periods, Plaintiffs were nonexempt
16 employees entitled to the protections of California Labor Code, the applicable Industrial Welfare
17 Commission Order, California Code of Regulations, Title 8, section 11040.

18 19. For services provided, Defendants paid Plaintiffs an hourly rate ranging from \$45 to \$62
19 depending on the employment period.

20 20. Plaintiffs worked more than forty (40) hours in a workweek and/or more than eight (8)
21 hours in a workday. At times, Plaintiffs worked more than twelve hours in a workday. Defendants
22 have had actual or constructive knowledge that Plaintiffs had been working overtime. Defendants
23 failed to pay Plaintiffs the overtime wages required under California and federal law at least one-
24 and one-half times the employee’s regular rate for all overtime work. Plaintiffs estimates that
25 During Plaintiffs’ respective Employment Periods, he worked at least 3,286 hours that constitute
26 as overtime under Labor Code section 510. Defendants failed to pay Plaintiffs the overtime wages
27 required under California law.

28 21. As phone and test technicians, Plaintiffs were responsible for preparing mobile phones for

1 the service line. Plaintiffs' core responsibilities included primarily installation, configuration, and
 2 the upgrade of mobile operating systems or applications on various cell phones.

3 22. During Plaintiffs' respective Employment Periods, as phone and test technicians, Plaintiffs
 4 did not and were not expected to primarily engage in work that was intellectual or creative and
 5 that required the exercise of discretion and independent judgment.

6 23. During Plaintiffs' respective Employment Periods, as phone and test technicians, Plaintiffs
 7 did not and were not expected to apply systems analysis techniques and procedures. They did not
 8 and were not expected to design, development, documentation, analysis, creation, testing, or
 9 modification of computer systems or programs, including prototypes, based on and related to user
 10 or system design specifications.

11 24. During Plaintiffs' respective Employment Periods, as phone and test technicians, Plaintiffs
 12 did not and were not expected to document, test, create, or modify computer programs related to
 13 the design of software or hardware for computer operating systems.

14 25. During Plaintiffs' respective Employment Periods, all tasks performed by Plaintiffs were
 15 completed according to highly detailed instructions provided by Defendants. All of Plaintiffs'
 16 duties could have been performed by any person who could read English and follow instructions.
 17 Plaintiffs' jobs did not require any skills and proficient knowledge in either the theoretical and
 18 practical application of highly specialized information to computer systems analysis,
 19 programming, or software engineering.

20 26. During Plaintiffs' respective Employment Periods, as phone and test technicians, Plaintiffs
 21 simply engaged in the operation, repair, and maintenance of mobile phones.

22 27. During Plaintiffs' respective Employment Periods, None of the exemptions listed in Wage
 23 Order No. 4-2001 section 1(A) and Labor Code section 515.5 were applicable to Plaintiffs.

24 **FIRST CAUSE OF ACTION**

25 **Failure to Pay Overtime Wages**

26 **(Cal. Labor Code §§ 510, 1194, 1198 and Wage Order 4-2001**

27 **(Plaintiffs Against All Defendants)**

28 28. Plaintiffs incorporate by reference as though fully set forth herein the preceding paragraphs

1 of this Complaint.

2 29. At all relevant times, Defendants were employers subject to California Labor Code section
3 510 and California Industrial Welfare Commission Wage Order 4-2001, which include provisions
4 setting forth the definition of overtime and the amount of compensation to be paid to an employee
5 that works overtime.

6 30. At all relevant times, Plaintiffs were non-exempt employees of Defendants under
7 California law.

8 31. At all relevant times, Defendants were required to compensate Plaintiffs for all overtime
9 work performed, at one and one-half (1 ½) times the regular rate of pay for hours worked in excess
10 of eight (8) hours per day and/or forty (40) hours per week (whichever was greater), and for the
11 first eight (8) hours on the seventh (7th) consecutive day of any work week. Additionally,
12 Defendants were required to compensate Plaintiffs with double time after twelve (12) hours in a
13 single workday and after eight (8) hours on the seventh (7th) consecutive day of any work week.

14 32. On more than one occasion, Defendants engaged, suffered, or permitted Plaintiffs to work
15 in excess of eight (8) hours in a day.

16 33. On more than one occasion, Defendants engaged, suffered, or permitted Plaintiffs to work
17 in excess of forty (40) hours a week.

18 34. On more than one occasion, Defendants engaged, suffered, or permitted Plaintiffs to work
19 (12) hours in a single workday and more than eight (8) hours on the seventh (7th) consecutive day
20 of any work week.

21 35. Furthermore, During the relevant employment period, Defendants hired and required
22 Plaintiffs to perform job duties and assignments that do not satisfy the exempt requirements of
23 Labor Code or the applicable wage order, including the Wage Order No. 4.

24 36. Defendants have failed to pay Plaintiffs an overtime premium for every hour of overtime
25 that Defendant engaged, suffered, or permitted Plaintiffs to work in violation of Labor Code
26 section 1194.

27 37. As a direct and proximate result of Defendants' wrongful acts and omissions alleged
28 herein, Plaintiffs have suffered actual damages in an amount subject to proof at trial. Plaintiffs

1 have incurred and will continue to incur attorney's fees as a result of prosecuting this cause of
2 action.

3 38. Furthermore, Labor Code section 204(a) provides in pertinent part that

4 (a) All wages, other than those mentioned in Section 201, 201.3, 202,
5 204.1, or 204.2, earned by any person in any employment are due
6 and payable twice during each calendar month, on days
7 designated in advance by the employer as the regular paydays.
8 Labor performed between the 1st and 15th days, inclusive, of any
9 calendar month shall be paid for between the 16th and the 26th
10 day of the month during which the labor was performed, and labor
11 performed between the 16th and the last day, inclusive, of any
12 calendar month, shall be paid for between the 1st and 10th day of
13 the following month. However, salaries of executive,
14 administrative, and professional employees of employers covered
15 by the Fair Labor Standards Act, as set forth pursuant to Section
16 13(a)(1) of the Fair Labor Standards Act, as amended through
17 March 1, 1969, in Part 541 of Title 29 of the Code of Federal
18 Regulations, as that part now reads or may be amended to read at
19 any time hereafter, may be paid once a month on or before the
20 26th day of the month during which the labor was performed if
21 the entire month's salaries, including the unearned portion
22 between the date of payment and the last day of the month, are
23 paid at that time.

24 39. Defendants failed to comply with the requirement of Labor Code section 204 when they
25 failed to pay Plaintiffs overtime once or twice during each month. This violation was willful and
26 intentional. As such, Plaintiffs seeks all statutory penalties provided by Labor Code section 210.

27 40. Wherefore, Plaintiffs pray for relief as set forth below.

28 **SECOND CAUSE OF ACTION**

Violation of the Fair Labor Standards Act for Non-Payment of Overtime

(29 U.S.C. §§ 201, *et. seq.*)

(Plaintiffs Against All Defendants)

41. Plaintiffs incorporate by reference as though fully set forth herein the preceding paragraphs
of this Complaint.

42. 29 U.S.C. § 203(s) states that the provisions of the FLSA applies to all entities, institutions
or businesses which employ persons involved in interstate commerce and whose annual gross

1 volume of sales is not less than \$500,000.

2 43. Plaintiffs are informed and believe and thereon allege that at all relevant times, each
3 Defendant has been, and continues to be, an "employer" engaged in interstate "commerce" and or
4 in the production of "goods" for "commerce," within the meaning of the FLSA, 29 USC § 203. At
5 all relevant times, Defendants have employed Plaintiffs. At all relevant times, Defendants have
6 had gross operating revenues in excess of \$500,000.

7 44. At all relevant times herein, Plaintiffs' employment with Defendants were subject to the
8 provisions of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, et seq.
9 ("FLSA") by virtue of Defendants' direct involvement in interstate commerce.

10 45. Plaintiffs are informed and believe and thereon allege that Defendants are an "enterprise
11 engaged in commerce or in the production of goods for commerce" as those terms are defined in
12 the statute and as interpreted by courts, and therefore Defendants are subject to, and must comply
13 with, the provisions of the FLSA. Further, During Plaintiffs' respective Employment Periods,
14 Plaintiffs used interstate instrumentalities of commerce as a regular and recurrent part of his
15 employment duties.

16 46. 29 U.S.C. § 207, requires all employees to be paid overtime compensation for work
17 performed in excess of forty (40) hours per week, unless specifically exempted by the law.

18 47. Although Plaintiffs were not exempt under the FLSA during their employment with
19 Defendants, Defendants knowingly caused and permitted Plaintiffs to regularly work in excess of
20 forty (40) hours per week without paying Plaintiffs one and one half (1 ½) times Plaintiffs' regular
21 rate of pay. Defendants were fully aware of the hours worked by and the duties assigned to
22 Plaintiffs.

23 48. By not paying overtime compensation in compliance with the FLSA, Defendants violated
24 Plaintiffs' rights under 29 U.S.C. §§ 201, et seq.

25 49. Defendants intentionally failed to pay Plaintiffs overtime compensation, and thus
26 Defendants are liable to Plaintiffs for overtime compensation and liquidated damages in an
27 amount equal to unpaid overtime compensation, pursuant to 29 U.S.C. § 216(b) of the FLSA.

28 50. Plaintiffs were required to retain an attorney for bringing this action and is entitled to an

1 award of reasonable attorneys' fees pursuant to 29 U.S.C. § 216(b).

2 51. Plaintiffs seek damages in the amount of their respective unpaid overtime compensation,
3 and liquidated damages, attorney's fee and cost, as provided by the FLSA, 29 U.S.C. §§ 216(b),
4 255 and such other legal and equitable relief as the Court deems just and proper.

5 52. Wherefore, Plaintiffs pray for relief as set forth below.

6 **THIRD CAUSE OF ACTION**

7 **Failure to Pay All Wages Due at Termination**

8 **(Cal. Labor Code §§ 201, 202, 203)**

9 **(Plaintiffs Against All Defendants)**

10 53. Plaintiffs incorporate by reference as though fully set forth herein the preceding paragraphs
11 of this Complaint.

12 54. Labor Code section 202 provides that an employer is required to provide an employee who
13 resigns with all unpaid wages within 48 hours of resignation. Under Labor Code section 203, if an
14 employer willfully fails to pay such wages, for every day that final wages or any part of the final
15 wages remain unpaid, the employer is liable for a penalty equivalent to the employee's daily wage,
16 for a maximum of 30 days.

17 55. Plaintiffs resigned on or about August 19, 2021 and were entitled to all unpaid wages at the
18 time of their resignation, including unpaid overtime. (Cal. Lab. Code § 202) Defendants, however,
19 as described above, willfully failed and refused to pay Plaintiffs all accrued wages owed, including
20 unpaid overtime, within 48 hours of resignation, as required under California Labor Code section
21 202.

22 56. Since the date of Plaintiffs' respective resignations, Plaintiffs have been available and
23 ready to receive the wages due and owing Plaintiffs. Plaintiffs have not refused to receive any
24 payment from Defendants.

25 57. Defendants' failure to pay the wages due and owing Plaintiffs were willful in that Plaintiffs
26 have made a demand for this payment but Defendants have refused to pay any portion of the
27 amount due and owing Plaintiffs.

28 58. Defendants' willful failure to pay Plaintiffs' wages constitutes a violation of Labor Code

1 section 203 that provides that an employee's wages will continue as a penalty until paid up to 30
2 days from the time the wages were due. Therefore, Plaintiffs are entitled to a penalty in the
3 amount of their daily wage rate multiplied by 30 days.

4 59. Pursuant to Labor Code section 1194, Plaintiffs request the court to award Plaintiffs'
5 reasonable attorney's fees and costs incurred in this action.

6 60. Wherefore, Plaintiffs pray for relief as set forth below.

7 **FOURTH CAUSE OF ACTION**

8 **Unfair Competition**

9 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

10 **(Plaintiffs against All Defendants)**

11 61. Plaintiffs incorporate by reference as though fully set forth herein the preceding paragraphs
12 of this Complaint.

13 62. Plaintiff Razzhigaev is a "person" within the meaning of California Business and
14 Profession Code section 17204 and has standing to bring this claim for equitable relief.

15 63. Plaintiff Shmakov is a "person" within the meaning of California Business and Profession
16 Code section 17204 and has standing to bring this claim for equitable relief.

17 64. At all relevant times, Defendants were conducting business under the laws of the State of
18 California. In conducting their businesses, Defendants were obligated to comply with federal and
19 California laws.

20 65. California Business and Profession Code sections 17200 et. seq. ("UCL"), defines unfair
21 competition to include any "unlawful," "unfair," or "fraudulent" business act or practice. Cal. Bus.
22 & Prof. Code § 17200.

23 66. Beginning at an exact date unknown to Plaintiffs, but at least four years before the filing of
24 this action, Defendants have engaged in unfair competition as defined by the UCL by, and as
25 further described above, including but not limited to violating various sections of the California
26 Labor Code, including but not limited to: 1194, 510, 200, 202, 203, and 204, as alleged above.

27 67. Plaintiffs are informed and believe and thereon allege that it is the regular practice of
28 Defendants to misclassify employees as exempt to avoid paying overtime compensation, and other

1 wages upon termination to their employees thereby disregarding their employment rights and
2 violating other applicable laws.

3 68. Plaintiffs have suffered injuries in fact and has lost money as a direct and proximate result
4 of Defendants' unfair competition, including, but not limited to, money due to him as overtime
5 compensation, bonus, and reimbursements. This money has been acquired by Defendants by
6 means of its unfair competition within the meaning of the UCL.

7 69. As a result of Defendants unfair business practices, Defendants have reaped unfair benefits
8 and illegal profits at the expense of Plaintiffs. Defendants should be made to disgorge their ill-
9 gotten gains and restore such monies to Plaintiffs.

10 70. Under California Business and Profession Code section 17203, Defendants' unfair business
11 practices entitle Plaintiffs to seek injunctive relief, including but not limited to, orders that the
12 Defendants account for, disgorge and restore to Plaintiffs the compensation unlawfully withheld
13 from him, for the last four years together with interest thereon, as well as costs.

14 71. The conducts of Defendants, as alleged herein, have been and continue to be deleterious to
15 Plaintiffs and the general public.

16 72. Defendants are liable for attorney fees under Civil Code section 1021.5 as this action
17 confers a benefit on the general public in ensuring Defendants are prohibited from engaging in
18 unfair business practices, as alleged herein.

19 73. Wherefore, Plaintiffs pray for relief as set forth below.

20 **V. PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs demand judgment against all Defendants as follows:

- 22 1) For unpaid overtime compensation;
- 23 2) For liquidated damages in an amount equal to unpaid overtime compensation,
24 pursuant to 29 U.S.C. § 216(b) of the FLSA.
- 25 3) Waiting time penalties under Labor Code Section 203;
- 26 4) For all applicable statutory damages pursuant to Labor Code section 210;
- 27 5) For restitution as provided by Business and Professions Code § 17200 et seq. and
28 for an order requiring Defendants jointly and severally to restore and disgorge all funds to

1 Plaintiffs by means of any act or practice declared by this Court to be unlawful, unfair or
2 fraudulent and, therefore, constituting unfair competition under Business and Professions Code
3 §17200 et seq. as set forth above;

4 6) Pre-judgment interest at the maximum legal rate;

5 7) Reasonable attorney's fees under Labor Code sections 1194, 218.5, 29 U.S.C. §§
6 216(b) and Civil Code section 1021.5.

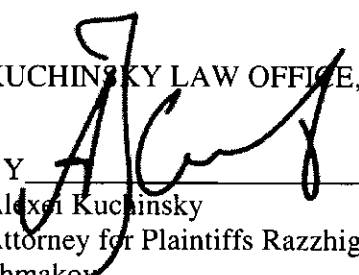
7 8) For costs of this suit;

8 9) For such other and further relief as the Court deems just and proper.

9 10) For purposes of a default judgment and prove-up hearing, each Plaintiff seeks to
10 recover \$200,000.

11
12 Dated: October 26, 2022

KUCHINSKY LAW OFFICE, P.C.

13
14 BY 
15 Alexei Kuchinsky
16 Attorney for Plaintiffs Razzhigaev and
17 Shmakov
18
19
20
21
22
23
24
25
26
27
28

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alexei Kuchinsky (State Bar No. 279405) KUCHINSKY LAW OFFICE, P.C. 220 Montgomery Street, Suite 2100 San Francisco, CA 94104		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Alameda 10/26/2022 at 02:54:28 PM By: Xian-xii Bowie, Deputy Clerk	
TELEPHONE NO.: 628-200-0902 FAX NO.: 628-200-0907 ATTORNEY FOR (Name): Kirill Razzhigaev and Igor Shmakov			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: 1225 Fallon Street CITY AND ZIP CODE: Oakland 94612 BRANCH NAME: Rene C. Davidson Courthouse			
CASE NAME: Kirill Razzhigaev et al. vs. ETouch Systems Corp. et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 22CV020604 JUDGE: DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- | | | |
|---|--|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input checked="" type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **4**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 10/26/2022
 Alexei Kuchinsky

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: Kirill Razzhigaev et al. vs. ETouch Systems Corp. et al.	Case Number:
---	---------------------

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW <u>UNLIMITED</u> CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA			
<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)		<input type="checkbox"/> Hayward Hall of Justice (447) <input type="checkbox"/> Pleasanton, Gale-Schenone Hall of Justice (448)	
Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)	
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no	
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability (<u>not</u> asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)	
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)	
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input checked="" type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.	
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input type="checkbox"/> 86 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)	
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)	
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs Is the debt. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 64 Other judicial review	
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type	
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment	
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input type="checkbox"/> 68 All other complaints (G)	
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 69 Other petition	

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 10/26/2022 Chad Flake, Executive Officer/Clerk of the Court By: <u>X. Bowie</u> Deputy X. Bowie
PLAINTIFF(S): Kirill Razzhigaev et al		
DEFENDANT(S): ETouch Systems Corp. et al		
NOTICE OF CASE ASSIGNMENT		CASE NUMBER: 22CV020604

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to Rule 3.734 of the California Rules of Court and Title 3 Chapter 2 of the Local Rules of the Superior Court of California, County of Alameda, this action is hereby assigned by the Presiding Judge for all purposes to:

ASSIGNED JUDGE: Patrick McKinney
 DEPARTMENT: 15
 LOCATION: Rene C. Davidson Courthouse
 Administration Building, 1221 Oak Street, Oakland, CA 94612
 PHONE NUMBER: (510) 267-6931
 FAX NUMBER:
 EMAIL ADDRESS: Dept15@alameda.courts.ca.gov

Under direct calendaring, this case is assigned to a single judge for all purposes including trial.

Please note: In this case, any challenge pursuant to Code of Civil Procedures section 170.6 must be exercised within the time period by law. (See Code of Civ. Proc. §§ 170.6, subd. (a.)(2) and 101.3)

NOTICE OF NONAVAILABILITY OF COURT REPORTERS: Effective June 4, 2012, the court will not provide a court reporter for civil law and motion hearings, any other hearing or trial in civil departments, or any afternoon hearing in Department 201 (probate). Parties may arrange and pay for the attendance of a certified shorthand reporter. In limited jurisdiction cases, parties may request electronic recording. Amended Local Rule 3.95 states: "Except as otherwise required by law, in general civil case and probate departments, the services of an official court reporter are not normally available. For civil trials, each party must serve and file a statement before the trial date indicating whether the party requests the presence of an official court reporter."

GENERAL PROCEDURES

Following assignment of a civil case to a specific department, all pleadings, papers, forms, documents and writings can be submitted for filing at either Civil Clerk's Office, located at the Rene C. Davidson Courthouse, Room 109, 1225 Fallon Street, Oakland, California, 94612, and the Hayward Hall of Justice, 24405 Amador Street, Hayward, California, 94544 and through Civil e-filing. Information regarding Civil e-filing can be found on the courts website. All documents, with the exception of the original summons and the original civil complaint, shall have clearly typed on the face page of each document, under the case number, the following:

NOTICE OF CASE ASSIGNMENT

**ASSIGNED FOR ALL PURPOSES TO
JUDGE Patrick McKinney
DEPARTMENT 15**

All parties are expected to know and comply with the Local Rules of this Court, which are available on the court's website at [http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules\(1\)](http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules(1)) and with the California Rules of Court, which are available at www.courtinfo.ca.gov.

Parties must meet and confer to discuss the effective use of mediation or other alternative dispute processed (ADR) prior to the Initial Case Management Conference. The court encourages parties to file a "Stipulation to Attend ADR and Delay Initial Case Management Conference for 90 Days." The court's website contains this form and other ADR information. If the parties do not stipulate to attend ADR, the parties must be prepared to discuss referral to ADR at the Initial Case Management Conference.

COURT RESERVATIONS

The use of the Court Reservation System (CRS) is now mandated in many civil courtrooms within the Alameda County Superior Court. Instead of calling or emailing the courtroom to make a reservation, parties with a case assigned to a courtroom using CRS are directed to utilize CRS to make and manage their own reservations, within parameters set by the courtrooms. CRS is available 24 hours a day, seven days a week and reservations can be made from a computer or smart phone. Please note, you are prohibited from reserving more than one hearing date for the same motion.

Prior to scheduling any motion on CRS, including any Applications for Orders for Appearance and Examination, or continuing any motion, please review the online information (if any) for the courtroom in which you are reserving. There may be specific and important conditions associated with certain motions and proceedings. Information is available on the court's eCourt Public Portal at www.eportal.alameda.courts.ca.gov.

Chad Finke, Executive Officer / Clerk of the Court

By



X. Bowie, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 10/26/2022 Chad Fluke, Executive Officer/Clerk of the Court
PLAINTIFF: Kirill Razzhigaev et al		By: <u>X. Bowie</u> Deputy
DEFENDANT: ETouch Systems Corp. et al		X. Bowie
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 22CV020604

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 03/14/2023	Time: 1:30 PM	Dept.: 15
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

Post jury fees as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://portal.alameda.courts.ca.gov>.

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center">FILED Superior Court of California County of Alameda 10/26/2022</p>
<p>PLAINTIFF/PETITIONER: Kirill Razzhigaev et al</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By: <u>X-X-B</u> Deputy</p>
<p>DEFENDANT/RESPONDENT: ETouch Systems Corp. et al</p>	<p align="center">X. Bowie</p>
<p align="center">CERTIFICATE OF MAILING</p>	<p>CASE NUMBER: 22CV020604</p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Alexei Kuchinsky
Alexei Kuchinsky
220 Montgomery St., Ste 2100
San Francisco, CA 94104

Dated: 10/31/2022

Chad Finke, Executive Officer / Clerk of the Court

By:

X-X-B

X. Bowie, Deputy Clerk

CERTIFICATE OF MAILING



Superior Court of California, County of Alameda Alternative Dispute Resolution (ADR) Information Packet

The person who files a civil lawsuit (plaintiff) must include the ADR Information Packet with the complaint when serving the defendant. Cross complainants must serve the ADR Information Packet on any new parties named to the action.

The Court *strongly encourages* the parties to use some form of ADR before proceeding to trial. You may choose ADR by:

- Indicating your preference on Case Management Form CM-110;
- Filing the Stipulation to ADR and Delay Initial Case Management Conference for 90 Days (a local form included with the information packet); or
- Agree to ADR at your Initial Case Management Conference.

QUESTIONS? Call (510) 891-6055. Email adrprogram@alameda.courts.ca.gov
Or visit the court's website at <http://www.alameda.courts.ca.gov/adr>

What Are The Advantages Of Using ADR?

- **Faster** – Litigation can take years to complete but ADR usually takes weeks or months.
- **Cheaper** – Parties can save on attorneys' fees and litigation costs.
- **More control and flexibility** – Parties choose the ADR process appropriate for their case.
- **Cooperative and less stressful** – In mediation, parties cooperate to find a mutually agreeable resolution.
- **Preserve Relationships** – A mediator can help you effectively communicate your interests and point of view to the other side. This is an important benefit when you want to preserve a relationship.

What Is The Disadvantage Of Using ADR?

- **You may go to court anyway** – If you cannot resolve your dispute using ADR, you may still have to spend time and money resolving your lawsuit through the courts.

What ADR Options Are Available?

- **Mediation** – A neutral person (mediator) helps the parties communicate, clarify facts, identify legal issues, explore settlement options, and agree on a solution that is acceptable to all sides.
 - **Court Mediation Program:** Mediators do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediator's regular fees.

Some mediators ask for a deposit before mediation starts which is subject to a refund for unused time.

- o **Private Mediation:** This is mediation where the parties pay the mediator's regular fees and may choose a mediator outside the court's panel.
- **Arbitration** – A neutral person (arbitrator) hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial and the rules of evidence are often relaxed. Arbitration is effective when the parties want someone other than themselves to decide the outcome.
- o **Judicial Arbitration Program (non-binding):** The judge can refer a case or the parties can agree to use judicial arbitration. The parties select an arbitrator from a list provided by the court. If the parties cannot agree on an arbitrator, one will be assigned by the court. There is no fee for the arbitrator. The arbitrator must send the decision (award of the arbitrator) to the court. The parties have the right to reject the award and proceed to trial.
- o **Private Arbitration (binding and non-binding)** occurs when parties involved in a dispute either agree or are contractually obligated. This option takes place outside of the courts and is normally binding meaning the arbitrator's decision is final.

Mediation Service Programs In Alameda County

Low cost mediation services are available through non-profit community organizations. Trained volunteer mediators provide these services. Contact the following organizations for more information:

SEEDS Community Resolution Center

2530 San Pablo Avenue, Suite A, Berkeley, CA 94702-1612

Telephone: (510) 548-2377 Website: www.seedscrc.org

Their mission is to provide mediation, facilitation, training and education programs in our diverse communities – **S**ervices that **E**ncourage **E**ffective **D**ialogue and **S**olution-making.

Center for Community Dispute Settlement

291 McLeod Street, Livermore, CA 94550

Telephone: (925) 373-1035 Website: www.trivalleymediation.com

CCDS provides services in the Tri-Valley area for all of Alameda County.

For Victim/Offender Restorative Justice Services

Catholic Charities of the East Bay: Oakland

433 Jefferson Street, Oakland, CA 94607

Telephone: (510) 768-3100 Website: www.cceb.org

Mediation sessions involve the youth, victim, and family members work toward a mutually agreeable restitution agreement.

Cal. Rules of Court,
rule 3.221(a)(4)

(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR PLAINTIFF)

ALA ADR-001

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER.:
--	---------------

Date:

_____	▶	_____
(TYPE OR PRINT NAME)		(SIGNATURE OF DEFENDANT)

Date:

_____	▶	_____
(TYPE OR PRINT NAME)		(SIGNATURE OF ATTORNEY FOR DEFENDANT)

NOV 03 2022

EXHIBIT B



Corporate Creations Network Inc.
801 US Highway 1 North Palm Beach, FL 33408

Virtusa Corporation
Sandor Bocsi
Virtusa Corporation
132 Turnpike Road
Suite 300
Southborough MA 01772

11/04/2022

SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). **ALL information should be verified by you.**

Item: 2022-5

Note: Any questions regarding the substance of the matter described below, including the status or how to respond, should be directed to the contact set forth in line 12 below or to the court or government agency where the matter is being heard. IMPORTANT: All changes or updates to the SOP contact individuals or their contact information must be submitted in writing to SOPcontact@corpcreations.com. Any changes will become effective upon written confirmation of Corporate Creations.

1.	Entity Served:	Virtusa Corporation
2.	Title of Action:	Kirill Razzhigaev and Igor Shmakov vs. Etouch Systems Corp., Virtusa Corporation, et al.
3.	Document(s) Served:	Summons Complaint for Damages Civil Case Cover Sheet Civil Case Cover Sheet Addendum
4.	Court/Agency:	Alameda County Superior Court
5.	State Served:	California
6.	Case Number:	22CV020604
7.	Case Type:	Failure to Pay Overtime Wages
8.	Method of Service:	Hand Delivered
9.	Date Received:	Thursday 11/03/2022
10.	Date to Client:	Friday 11/04/2022
11.	# Days When Answer Due: Answer Due Date:	30 Saturday 12/03/2022 CAUTION: Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of the service in their records matches the Date Received.
12.	Sop Sender: (Name, City, State, and Phone Number)	Alexei Kuchinsky San Francisco, CA 628-200-0902
13.	Shipped To Client By:	Email Only with PDF Link
14.	Tracking Number:	
15.	Handled By:	051
16.	Notes:	Also Attached: * Notice of Case Assignment * Notice of Case Assignment Conference * Certificate of Mailing, etc.

NOTE: This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.

EXHIBIT C

1 Timothy L. Reed, CA Bar No. 258034
timothy.reed@ogletree.com
2 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
One Embarcadero Center, Suite 900
3 San Francisco, CA 94111
Telephone: 415-442-4810
4 Facsimile: 415-442-4870

5 Attorneys for Defendants ETOUCH SYSTEMS
CORP. and VIRTUSA CORPORATION
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF ALAMEDA**

10 **RENE C. DAVIDSON COURTHOUSE**

11 **KIRILL RAZZHIGAEV and IGOR SHMAKOV**

12 Plaintiffs,

13 vs.

14 **ETOUCH SYSTEMS CORP., VIRTUSA**
15 **CORPORATION, and DOES 1 through 10,**

16 Defendants.
17
18
19
20
21
22
23
24
25
26
27
28

Case No. 22CV020604

[Assigned for all purposes to The Honorable
Patrick McKenney, Dept. 15]

**DEFENDANTS ETOUCH SYSTEMS
CORP. AND VIRTUSA CORPORATION'S
ANSWER TO COMPLAINT**

Action Filed: 10/26/2022
Trial Date: None set

Defendants ETOUCH SYSTEMS CORP. and VIRTUSA CORPORATION (“Defendants”) hereby answer the unverified Complaint (“Complaint”) filed by KIRILL RAZZHIGAEV and IGOR SHMAKOV (“Plaintiffs”) as follows:

GENERAL DENIAL

1. Pursuant to the provisions of Section 431.30(d) of the California Code of Civil Procedure, Defendants deny generally and specifically each and every allegation contained in the Complaint, and the whole thereof, and further deny that Plaintiffs have sustained damages in the sum or manner alleged, or in any other sum or manner whatsoever.

2. Additionally, without admitting that it carries the burden of proof as to any of the issues raised thereby, Defendants assert the following separate and independent defenses and prays for judgment as set forth below and further gives notice that it intends to rely upon such other and further defenses as may become available during discovery in this action and reserves the right to amend their Answer to assert any such defenses:

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(After-Acquired Evidence)

1. The Complaint, and each and every cause of action alleged therein, is barred, or any damages reduced, by after-acquired evidence.

SECOND AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

2. The Complaint, and each and every cause of action alleged therein fails to state facts sufficient to constitute a cause of action for which relief may be granted.

THIRD AFFIRMATIVE DEFENSE

(Unclean Hands)

3. Defendants allege, on information and belief, that the Complaint, and each and every cause of action alleged therein, is barred by the doctrine of unclean hands.

///

///

FOURTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

4. Plaintiffs failed to take reasonable steps and make reasonable expenditures to reduce Plaintiffs' claims, damages, losses, if any, and that said failure to mitigate Plaintiffs' damages bars or reduces any claims, losses, or damages.

FIFTH AFFIRMATIVE DEFENSE

(No Liability For Hours That Are Not Working Time)

5. The Complaint, and each and every cause of action alleged therein, is barred to the extent that the hours for which Plaintiffs claim compensation are not working time under California state law, including the applicable California Industrial Welfare Commission Wage Orders.

SIXTH AFFIRMATIVE DEFENSE

(No Willful Failure To Pay)

6. The damages and penalties sought by the Complaint are barred, including but not limited to, penalties awarded under California Labor Code Section 203 and the applicable IWC Wage Order, because, at all relevant times, Defendants did not willfully, knowingly or intentionally fail to comply with the compensation provisions of the California Labor Code or any other law related to the matters alleged in the Complaint, but rather acted in good faith and had reasonable believing that it did not violate those provisions.

SEVENTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

7. The Complaint, and each and every cause of action alleged therein, is barred by the applicable statute of limitations, including, but not limited to California Code of Civil Procedure Sections 338 and 340; California Business and Professions Code Section 17208; and 29 U.S.C. § 255.

EIGHTH AFFIRMATIVE DEFENSE

(*De Minimis*)

8. The Complaint is barred, in whole or in part, because some or all of the time for which compensation is sought is *de minimis* and therefore is not compensable.

NINTH AFFIRMATIVE DEFENSE

(Laches)

9. The Complaint, and each and every cause of action alleged therein, is barred by the doctrine of laches.

TENTH AFFIRMATIVE DEFENSE

(Reimbursement)

10. Defendants allege that any reimbursement, from whatever source, to Plaintiffs of the damages alleged must be applied against any liability of Defendant.

ELEVENTH AFFIRMATIVE DEFENSE

(Reasonable Good Faith Reliance)

11. Any recovery of allegedly unpaid wages is barred because Defendants reasonably relied on the accuracy of the time reporting information provided by Plaintiffs and properly paid Plaintiffs accurate wages for all such time. At all relevant times, Defendants did not willfully, knowingly, or intentionally fail to comply with any provision of the California Labor Code or federal law, but rather acted in good faith in their acts and omissions and had reasonable grounds for believing that they did not violate those provisions.

TWELFTH AFFIRMATIVE DEFENSE

(Waiver)

12. The Complaint, and each and every cause of action alleged therein, is barred by Plaintiffs' waiver.

THIRTEENTH AFFIRMATIVE DEFENSE

(Properly Classified as Exempt)

13. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs were properly classified as an exempt employees.

FOURTEENTH AFFIRMATIVE DEFENSE

(Good Faith Belief / Privilege)

14. Defendants are informed and believes and thereon alleges that Plaintiffs' Complaint is barred in whole or in part because actions taken with respect to Plaintiffs' employment, if any,

1 were based on an honest, reasonable, good faith belief in the facts known and understood at the
2 time. Further, Defendants' conduct with regard to Plaintiffs was privileged, justified, and in good
3 faith and Defendants allege that they are entitled to all privileges available to Defendants to the
4 extent provided by the California Civil Code.

5 **FIFTEENTH AFFIRMATIVE DEFENSE**

6 **(No Overtime)**

7 15. Although Defendants deny that they misclassified Plaintiffs as exempt employees,
8 to the extent Plaintiffs are found to be non-exempt employees, the Complaint, and each and every
9 cause of action alleged therein, is barred on the ground that to the extent Plaintiffs did work any
10 overtime, which Defendants deny, such work was not authorized by Defendants and performed
11 without Defendants' knowledge.

12 **SIXTEENTH AFFIRMATIVE DEFENSE**

13 **(Released Claims)**

14 16. The Complaint and each purported cause of action alleged therein are barred, in
15 whole or in part, to the extent Plaintiffs and/or their agents have released any of their purported
16 causes of action against Defendants.

17 **SEVENTEENTH AFFIRMATIVE DEFENSE**

18 **(Unconstitutionality Of Penalties)**

19 17. The Complaint, and each and every cause of action alleged therein, is barred in that
20 Plaintiffs are not entitled to recover any punitive or penal damages, such as those Plaintiffs seek
21 under California Labor Code Sections 203 and 210 and 29 U.S.C. 216(b), and any award of such
22 penalties or damages would, in general or under the facts of Plaintiffs' particular claims, violate
23 Defendants' constitutional rights under the provisions of the United States and California
24 Constitutions.

25 **EIGHTEENTH AFFIRMATIVE DEFENSE**

26 **(No Wages Owed)**

27 18. The claims alleged in the Complaint are barred, in whole or in part, because
28 Plaintiffs were provided timely, proper, and complete payment of all wages due.

NINETEENTH AFFIRMATIVE DEFENSE

(Adequate Remedy at Law)

19. The cause of action under California Business and Professions Code Sections 17200, *et seq.*, as well as any other request for equitable relief, is barred because Plaintiffs have an adequate and complete remedy at law.

TWENTIETH AFFIRMATIVE DEFENSE

(Lack Standing)

20. Plaintiffs lack standing to bring a cause of action based on California Business and Professions Code Sections 17200, *et seq.* because they have not suffered any injury in fact and have not lost money or property as a result of the alleged unfair competition by Defendants.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Setoff, Offset, and/or Recoupment)

21. As a separate and affirmative defense to the Complaint and to each cause of action alleged therein, Defendants allege that, if any damages have been sustained by Plaintiffs, although such is specifically denied, Defendants are entitled under the equitable doctrine of setoff and recoupment to offset all extra payments and/or overpayments and/or all obligations of Plaintiffs owed to Defendants against any judgment that may be entered against Defendants.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Speculative Damages)

22. Plaintiffs cannot recover any of the damages alleged in the Complaint because such damages, if any, are too speculative to be recoverable at law.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(California Business and Professions Code § 17200, *et seq.* Recovery Unconstitutional)

23. Any finding of liability pursuant to California Business and Professions Code Section 17200, *et seq.* would violate the Due Process and Equal Protection clauses of the United States and California Constitutions because the applicable standards of liability are unduly vague and subjective, and permit retroactive, random, arbitrary, and capricious punishment that serves no legitimate governmental interest.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Right to Amend Answer)

24. Defendants reserve their right to amend their answer herein, including the addition of affirmative defenses, after pleading and discovery in preparation for trial.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray for judgment as follows:

1. That Plaintiffs take nothing by way of the Complaint;
2. That judgment be entered against Plaintiffs and in favor of Defendants on all causes of action;
3. That Defendants be awarded attorneys' fees and costs of suit incurred herein; and
4. That Defendants be awarded such other and further relief as the Court may deem just and proper.

DATED: December 5, 2022

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: 

Timothy L. Reed

Attorneys for Defendants ETOUCH SYSTEMS
CORP. and VIRTUSA CORPORATION

PROOF OF SERVICE

Kirill Razzhigaev and Igor Shmakov v. eTouch Systems Corp. et al.
Case No. 22CV020604

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of San Francisco in the office of a member of the bar of this court at whose direction the service was made. My business address is One Embarcadero Center, Suite 900, San Francisco, CA 94111.

On December 5, 2022, I served the following document(s):

**DEFENDANTS ETOUCH SYSTEMS CORP. AND VIRTUSA CORPORATION'S
 ANSWER TO COMPLAINT**

on the person(s) below by the method(s) indicated:

Alexei Kuchinsky, Esq.
 KUCHINSKY LAW OFFICE, P.C.
 220 Montgomery Street, Suite 2200
 San Francisco, CA 94104
 Tel: 628-200-0902
 Fax: 628-200-0907
 Email: ak@kuchinskylawoffice.com

Attorneys for Plaintiffs
 Kirill Razzhigaev and Igor Shmakov

☒ **BY MAIL:** I caused such envelope to be placed for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address linda.lingren@ogletree.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made ☐ pursuant to agreement of the parties, confirmed in writing, or ☒ as an additional method of service as a courtesy to the parties or ☐ pursuant to Court Order. *See* Cal. R. Ct. R. 2.260.

☐ **BY HAND SERVICE:** I personally handed copies of the attached to the attorney(s) listed above.

☐ **BY MESSENGER:** I caused the document(s) to be personally served by placing the document(s) in (a) sealed envelope(s) to be hand-delivered by same-day messenger service to the above addressee(s).

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 5, 2022, at San Francisco, CA.



Linda Lingren

54003720.v1-OGLETREE

CERTIFICATE OF SERVICE

State of California, County of San Francisco

I am employed in the County of San Francisco, State of California; I am over the age of 18 years and not a party to this action. My business address is One Embarcadero Center, Suite 900, San Francisco, CA 94111.

On December 5, 2022, I served the following document(s) described as:

DEFENDANTS ETOUCH SYSTEMS CORP. AND VIRTUSA CORPORATION'S NOTICE OF REMOVAL UNDER 28 U.S.C. §§ 1331, 1441 (FEDERAL QUESTION)

☐ With the Clerk of the United States District Court of Northern District of California, using the CM/ECF System. The Court's CM/ECF System will send an e-mail notification of the foregoing filing to the following parties and counsel of record who are registered with the Court's CM/ECF System.

☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address linda.lingren@ogletree.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY U.S. MAIL:** Placed the envelope or package for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope or package with postage fully prepaid.

I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Francisco, California.

Alexei Kuchinsky, Esq.
KUCHINSKY LAW OFFICE, P.C.
220 Montgomery Street, Suite 2200
San Francisco, CA 94104
Tel: 628-200-0902
Fax: 628-200-0907
Email: ak@kuchinskylawoffice.com

Attorneys for Plaintiffs
Kirill Razzhigaev and Igor Shmakov

☒ (Federal) I declare that I am employed in the office of a member of the Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on December 5, 2022, at San Francisco, CA.

/s/Linda Lingren
Linda Lingren

54004984.v1-OGLETREE